

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA

(1) TROY JONES,

Plaintiff,

v.

(2) TIME INSURANCE COMPANY,
d/b/a Assurant Health

Defendant.

Case No. CIV-15-478-C

Jury Trial Demanded

COMPLAINT

Plaintiff, for Complaint against Defendant, states:

(1) Plaintiff is a citizen of Oklahoma. Time Insurance Company (Time) is a Wisconsin corporation with a principal place of business in Wisconsin.

(2) Time is authorized by the State of Oklahoma to issue insurance policies and do business in any part of the state, including the area where the Western District is situated.

(3) Plaintiff is insured under an individual health insurance policy written by Time under the "Assurant Health" banner. In 2001, Jones contracted Spinal Encephalitis, which caused severe headaches and epileptic seizures. As a result, Jones's driver's license was revoked until such time that he could show at least six consecutive months without a seizure. Since then his doctors have attempted to develop a treatment protocol to control the seizures. Last year they accomplished that with a particular drug regime that included a higher than normal dosage of the drug Lyrica. Under the new protocol, Jones did not have a seizure for more than eight months, and was pursuing reinstatement of his driver's license. In January of this year Assurant Health, without consultation with Plaintiff's doctor, cut Plaintiff's dosage of Lyrica in half. Although Plaintiff promptly appealed the decision to reduce his dosage, Assurant Health ignored his repeated appeals and then did not inform Plaintiff's doctor of its verification of the

full prescription. Plaintiff did not have the higher dosage for eight days and the seizures returned. In addition to the distress caused by the seizures, Plaintiff lost the opportunity to regain his long-lost freedom provided by having a drivers license. Plaintiff called Assurant Health to find out why it had stopped his benefits. He was told Assurant Health was “closely scrutinizing all patients on expensive medications and denying them to get doctors to prescribe cheaper medicines.” Eventually, the prescribed dosage was approved by Assurant Health—until the following month, when it was once again denied.

(4) Defendant has failed to deal fairly and in good faith with Plaintiff and has failed to provide proper and necessary medical care. As a result, Plaintiff has suffered physical, emotional and financial distress and suffered preventable physical harm.

(5) Defendant has breached its contract with Plaintiff by failing to provide proper and necessary medical care. As a result, Plaintiff has suffered both financial and physical harm.

WHEREFORE, Plaintiff prays for a declaration that the prescribed medication is a covered expense under the policy and prays for judgment against Defendant in an amount in excess of \$75,000 for the tort claim, along with such other relief as the court deems appropriate. Plaintiff demands trial by jury of all issues so triable.

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